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GENERAL HEADINGS.

Current Topics.

Lord Morley.

BEYOND A CALL to the Bar, not followed by actual practice, and a Benchership of Lincoln's Inn *honoris causâ*, the late Viscount MORLEY seems to have had no special connection with the Law; much less, indeed, than Viscount BRYCE, who also made his name chiefly in literature. Lord BRYCE was in practice for some years and then became Regius Professor at Oxford. The fact that MORLEY read, or is said to have read, with FREDERIC HARRISON did not perhaps give much chance of introduction to work at the Bar, even had his inclinations led that way; but, of course, he soon diverged into literature and journalism, and at a very early stage in his career he was quite lost to the Bar. One touch of the cautious lawyer comes out, however, in the account of him contributed to Tuesday's *Times*. "Perhaps" and "probably" were great words with him, as they are with everyone who has to advise on an intricate case. "We are clearly of opinion," began a junior, writing a joint opinion for RIGBY and himself. "No," said RIGBY, "strike out 'clearly.' Nothing is clear in the law." If MORLEY had stuck to the Bar, the combination of literary and practical ability which gave him eminence in two spheres would doubtless have carried him to the top. But for abiding influence he will hardly rival Lord BRYCE, whose writings, terminating with his "International Relations" published last year, the most impressive and forcible survey of Europe before and since the war which there has been, give him an easy primacy in the intellectual sphere among public men of the present age.

The Draft Rating and Valuation Bill.

THE MINISTRY of Health has aroused interest in the question of valuation for rating and taxing purposes by circulating among public bodies the draft of a Rating and Valuation Bill which it is proposed to introduce next session. The object is to allow three months for consideration and comments, and amendments will be made in the draft in the light of the recommendations and comments made. The reform of local taxation is not a new question. Sir HARRY POLAND, in a letter to *The Times* of the 24th inst., called attention to the Royal Commission on Local Taxation of 1897 and to the evidence which he gave before it (Minutes of Evidence, I, p. 78, *et seq.*). The terms of reference of that Commission were: "To inquire into the present system under which taxation is raised for local purposes, and report whether, and how far, all kinds of real and personal property

contribute equitably to such taxation; and, if not, what alterations in the law are desirable in order to secure that result." The present Bill does not cover the same ground, but it lays the foundation for future reforms by creating assessment committees for wider areas than the parish—extending in fact to the country generally the system which is now in operation in London—and, since it is proposed that there shall be the same valuation both for rating and for taxing purposes the Revenue authorities are to be represented on the assessment committees. Some alarm has been caused by the latter feature of the Bill, but we doubt whether there is any real foundation for it. It is quite possible, indeed, that the introduction of this element will make the valuation more equitable as between different classes of ratepayers.

The Monroe Doctrine.

EVERY STUDENT OF International Law is familiar with the Monroe Doctrine and its strange evolution. Originally it was a declaration of President MONROE, approved by the English Premier CANNING, intended to prevent the Holy Alliance from assisting Spain to subdue by force of arms her revolted colonies in South and Central America. Gradually it transformed itself into a claim of the United States to interfere in any dispute between a European and a Lesser American State. Then it became a claim that the United States is entitled to interfere in any dispute between two South or Central American States, or between one such State and disaffected subjects. Finally it has become a right of interference in the internal affairs of Cuba, Haiti, San Domingo, as well as the Republic of Panama. The Latin Americans have grown restive under this visible hegemony, not to say domination, of the Northern Republic, and at the late Pan-American Congress this restiveness was so visible that the American Secretary of State, Mr. HUGHES, has felt called on to disclaim any desire for further extension of the doctrine into a general right of control over Latin America.

The Attitude of the Pan-American Conference.

AT A SPEECH recently delivered at Minneapolis, Mr. HUGHES has just made what is the clearest and most exhaustive pronouncement made on the subject for many years. No doubt Mr. HUGHES was impelled to make the speech owing to the growing feeling of distrust of the Monroe Doctrine in Latin American countries, and to justify the action of the United States in over-stepping the boundaries of the Monroe Doctrine in dealing with Cuba, San Domingo, and Haiti. When the United States delegates attended the Pan-American Conference in Chile last March they found a strong under-current of feeling against the Monroe Doctrine. This was reported by them when they returned to Washington. They recommended that a frank statement of the interpretation placed by the present Administration on the doctrine would do much to clear the air. Apparently Mr. HUGHES listened to this advice, because in his speech he answered criticisms emanating from South America when he declared that the doctrine does not infringe the independence or sovereignty of the other American States, and denied that there was any attempt on the part of the United States to establish a protectorate. Mr. HUGHES characterised as unwarranted the suggestions that the United States desired to superintend the affairs of the sister Republics, adding that "such misconceived unsound associations belie the sincere friendship of the United States."

Judgments and the Rate of Exchange.

A LEARNED correspondent, whose letter we printed last week (*ante*, p. 889), takes exception to our support of Mr. Justice ROWLATT'S view that, in calculating the rate of exchange in case of a debt, the calculation shall be made with reference to affairs as they were at the date of the breach, and not at the date of the judgment. Of course, where learned judges, as in this case, have taken different views, it is not possible to express an unduly confident view as to which among conflicting principles is the right rule; but we still think that the view taken by Mr. Justice ROWLATT has much to commend it. Let us suppose that A is bound to pay B in France 1,000 francs at some date in 1922, when the rate of exchange was 50 francs to one pound. He does not pay then, but is sued in 1923 in England and judgment is recovered for the debt on a day when the rate of exchange is 80 francs to the pound. This debt has to be converted into English money. If it is converted at the date of the breach, A will receive £20. If at the date of the judgment, A will receive only £12 10s. So that the matter is important. Now, two accepted principles seem to apply. First, in the absence of a conventional rule to the contrary, the principle of "natural damages," as explained in our columns, says that the plaintiff is to get "*restitutio*," *i.e.*, is to be placed by means of an award of damages in the exact position in which he would have been at the date of the breach if there had been no breach, *i.e.*, if the debt had been duly paid. Now, in this case, if the debt had been paid in 1922, as it ought to have been, A would have received for his 1,000 francs £20. If the rates at that date are considered, then, he will now be awarded £20, and get "*restitutio*." If the present rate of exchange is taken, he will only get £12 10s.—which falls short of "*restitutio*." Had the rate varied the other way, he would have got more than £20—which is equally opposed to the principle of "*restitutio*." The second principle which has to be borne in mind is one which we have assumed above in speaking of the date of the breach as the date when the debt was originally due; this follows from the rule that—in the absence of special cases—it is the duty of the debtor to seek out and pay his creditor on the date when the debt falls due; if he fails to do so, unless there is a custom or agreement or waiver excusing him, he has been guilty of at least a technical breach. As regards the case quoted by our correspondent, *Société des Hôtels du Touquet-Paris-Plage*, 1922, 1 K.B. 451, we do not see anything in that case which contradicts this principle; but in any event it was partially decided on a side-issue, namely, whether an agent had in fact been tendered and had accepted "in accord and satisfaction" payment at a different rate. The question, however, is one of great difficulty and we shall be glad to hear the views of any others of our readers who have considered it.

Warren's Guide to Law Studies.

WE WONDER how many of our readers have ever come across WARREN'S little "Guide to Law Studies," a celebrated work in the mid-Victorian age, but now largely forgotten. Its author, of course, was the celebrated Master in Lunacy who gave to the world one deathless work of fiction, "Ten Thousand a Year," which must always be remembered as the greatest of English legal novels. "Felix Holt" and "Orley Farm" have also their place; but their authors were not lawyers and had not really imbibed the legal spirit. It is a curious accident that so many of our great English romances should have been written by lawyers—a most unromantic body of men, in the common opinion, although doubtless well acquainted with legal fictions. There is Sir WALTER SCOTT, of course. Then the author of "Tom Jones" was the London police-magistrate HENRY FIELDING. "Tom Brown's School Days," which will live as long as the English public schools last, was written by one who was afterwards a county court judge. SHAKESPEARE, if he was not a Lord Chancellor in disguise, would seem to have been at least a country attorney's clerk in his native Stratford for a brief season until his disregard of the game laws brought him into conflict with the Justice SHALLOW of his day. BOSWELL was a Scots advocate, and BOSWELL'S "Life of Johnson"—although a work of biography, not of fiction, and a scrupulously accurate work— is in spirit and execution essentially a great piece of romantic literature. Doubtless other examples will occur to the mind of our reader. But what is the explanation of this intimate tie between two worlds, in all seeming so far apart? Perhaps some of our readers may have ideas on the subject.

Warren's Guide in America.

WE HAVE JUST been glancing through a copy of the American edition of WARREN'S "Guide to Law Studies," for after going through many English editions it was adapted by an American publisher to the needs of American lawyers and republished at New York in 1882. WARREN wrote primarily for barristers, but in America both branches of the profession are united, and so the adapted form is equally suited to the needs of solicitors. Frankly, we have arrived at a very high opinion of the little work. It seems far superior to the brief practical guide-books to be found to-day. To begin with, it is essentially a literary piece of writing; the author has an eye for the human interest in professional life and throws a penetrating light on everything that attracts his comment. He is intensely shrewd and decidedly a worldling; but there is a vein of sentiment and of idealism in him; he never fails to preach a high professional standard of morality and to inculcate a generous chivalry. He has a gift for seeing essentials. His advice as to the reading of law-books is excellent; he makes abundantly clear what the novice so often overlooks—that the really learned lawyer is he who knows where to find his law at once, not he who carries great chunks of it in his head. He appreciates too the distinction between dignified and unworthy methods of finding clients; a very delicate and difficult art.

Defendant's Liability to Security for Costs.

AS A GENERAL rule the defendant in an action cannot be required to find security for costs, though in the Probate, Divorce and Admiralty Division, this rule is much modified: *e.g.*, a husband can be ordered to give security for his wife's costs in proceedings commenced by her, and in a probate action, where a *caveat* has been entered to probate of a will in common form, with the result that the executors have been compelled to take proceedings for probate in solemn form, naming the *caveator* as defendant, the court has jurisdiction to treat the latter as in substance the real initiator of the action, and therefore can require him to find security for costs—of course, only in a case in which a plaintiff might be compelled to give such security, *e.g.*, an undischarged bankrupt: *Lambert* v. *Bassett*, 11 Ir. R. Eq. 291; *Rhodes* v. *Dawson*, 16 Q.B.D. 548. In other words, the court will look at the substance, not the form, of the litigation in order to ascertain who is the real *actor litis*, and if such *actor* turns out to be the *caveator* joined as defendant, he will be treated as a plaintiff. An attempt to put this rule to its extreme logical conclusion was made, without success, in *Re Emery, deceased*, 39 T.L.R. 713. The testator by his will had appointed three executors who desired to prove it in common form. His son, who was not left anything by the will, lodged a *caveat*. The executors in due course warned the *caveator* of their intention to prove in solemn form, and he in his turn entered an appearance to the warning or monition. The executors then had no alternative except to issue a writ asking for probate in solemn form and to name the *caveator* as defendant. He appeared to this writ. Thereupon, on the summons for directions, the executors asked that he should be ordered to give security for costs on the ground that at all material times he was an undischarged bankrupt. This raised the question whether a *caveator* whose caveat has turned what would have been non-contentious into contentious proceedings, ought to be regarded as a matter of course—apart from any special circumstances making him the real actor—as the real institutor of the contentious proceedings. There is authority either way, but in *Moran* v. *Place*, 1896, P. 214, there is a very luminous *dictum* of Lord Justice LINDLEY, in the Court of Appeal, which points out that a person who merely forces another person to institute proceedings to secure certain rights cannot properly be said actually to institute those proceedings; in a sense, every defendant, by refusing to acknowledge the plaintiff's claim, forces the latter to sue. The President accepted this *dictum* and ruled that a *caveator* in probate proceedings is not to be deemed the *actor litis* unless in exceptional circumstances, and therefore cannot be ordered as a matter of course to give security for costs merely because he is an undischarged bankrupt.

Distribution of Business among Official Referees.

A VERY INTERESTING point which illustrates a time-honoured pitfall of the practitioner, namely, the distinction between want of jurisdiction [which is fundamental and fatal] and a mere irregularity of procedure, divided the Court of Appeal in *Shrager* v. *Dighton*, 39 T.L.R., 705. Here an Order of the Divisional Court had expressly assigned a certain action to the next official referee in the list. It was in fact assigned to a different referee by an official of the court for reasons which are irrelevant as well as highly controversial; therefore, we need not discuss them. One of the parties knew of the irregularity: the other only learned it at the very close of the hearing before the referee, and counsel then was not disposed to take objection at that late stage. The Court of Appeal held that by going on after discussing the irregularity, he had waived his right to object to it—provided it is a mere irregularity, for if there is a fundamental want of jurisdiction, no waiver is possible. The parties cannot by waiver give to any court a jurisdiction expressly denied to it by law. So the point arises whether a breach of R.S.C. Ord. 36, rr. 45-59, as to the rota of official referees, is a mere irregularity or goes to the root of the Referees' jurisdiction. The former view was taken, not without much hesitation, by the Court of Appeal; and on one part of the question Lord Justice ATKIN delivered a strong dissenting judgment.

The Scandinavian Law Reforms.

WE DREW THE attention of our readers three months ago to the movement on foot in SWEDEN to replace its Romanized archaic law by a modern system deriving from English rather than Germanic-Roman law. We have just been informed that this movement has recently developed into a general march forward in the same direction on the part of all the five independent Scandinavian States—Sweden, Norway, Denmark, Iceland and Finland. Although jealous of their political independence, these States realize their economic interdependence and the common social order which lies behind their juristic systems. They see the advantage of possessing so far as possible a common basis of legal rules, just as the independent Spanish-American Republics have all adopted codes based on that modification of the Code Napoléon which Spain adopted while dominated by the great Corsican. The specialist in "Conflict of Laws" and in International Law can only rejoice to see some small effort made towards the introduction of a little more uniformity into the world's manifold and multiform systems of jurisprudence.

Industrial Courts.

A FEW weeks ago (*ante*, p. 635) we called attention to the very interesting and valuable book* in which Professor SAYRE, of Harvard, has made a selection of cases and other authorities on Labour Law taken from American and British sources, and including the Industrial Disputes legislation of America, Canada and Australia, and cases decided thereon. But there are some interesting matters relating to that legislation which we were obliged to postpone, and we propose now to consider them in connection with our own Industrial Courts Act, a useful handbook† which has recently been written by Sir WILLIAM MACKENZIE, the President of the Court.

The chief question in reference to Industrial Courts is whether its process is to be voluntary or compulsory. As to this, our own

* A Selection of Cases and Other Authorities on Labor Law. By Francis Bowes Sayre, LL.B., S.J.D., Assistant Professor of Law in Harvard University. Cambridge, Harvard University Press.

† The Industrial Court: Practice and Procedure. By Sir William Mackenzie, M.A., K.C. Butterworth & Co. 2s. 6d. net. Postage 3d.

legislation—the Industrial Courts Act, 1919—is based upon the principle that a submission of a matter in dispute to the court shall be voluntary, and even after it has been submitted, and an award made, there is no machinery for directly enforcing the award; though, as Sir WILLIAM MACKENZIE shows by several instances (see pp. 21, 22 of his book), its existence may settle the terms of service between employer and workman and so be important in deciding whether a breach of contract has been committed. The Canadian Act—the Industrial Disputes Investigation Act, 1907—established a Board of Conciliation and Investigation to which disputes may be referred, and pending a reference, lockouts and strikes are unlawful and are punishable by fine; but the award is not enforceable unless the parties have agreed to be bound by it, and then they are bound in the same manner as on an award in an arbitration. A conviction for inciting to strike was upheld by the High Court of Ontario in 1908 in *R.* v. *McGuire*, 16 Ont. L.R. 522. In Australia each State of the Commonwealth is in general left to deal with its own labour conditions as it thinks best, but the Commonwealth Government has power to make laws with regard to disputes extending beyond the limits of any one State: Commonwealth of Australia Constitution Act, 1900, s. 9 (51) (xxxv), and the Commonwealth Conciliation and Arbitration Act, 1904, passed in pursuance of this power, created a Court of Conciliation and Arbitration with the power of rendering compulsory awards. In America a majority of the States have legislation designed to provide machinery for the voluntary settlement of disputes, but most of these do not even temporarily deny the right to strike. Neither has the English Act any such provision, but "when a dispute is accompanied by a strike or lock-out the Minister [of Labour] as a rule requires that work shall be resumed before the dispute is referred for settlement; in other words, that the normal shall prevail" (Mackenzie, p. 11).

But a bolder step was taken by Kansas in the Court of Industrial Relations Act, 1920 (amended 1921). This created the Court of Industrial Relations and imposed compulsory arbitration in respect of certain industries which were thereby declared to be "affected by a public interest." These were the manufacture or preparation of food products; the manufacture of clothing; production of fuel by mining and otherwise; transportation of food products, clothing, and fuel; public utilities and common carriers. All these, it was declared, are to be "operated with reasonable continuity and efficiency in order that the people of this State may live in peace and security, and be supplied with the necessaries of life." And power was given to the Court of Industrial Relations to apply to the Supreme Court of Kansas to compel compliance with orders of the Court. State Legislatures, however, which attempt experiments of this kind are always liable to be upset by the Fourteenth Amendment, which provides that "no State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws"; and this seems to be what has happened to the Kansas statute, though only since Professor SAYRE's book was published. In *The Charles Wolff Packing Co.'s Case*, 2nd May, 1921, the Industrial Court fixed a schedule of minimum wages for butchers and meat packers. This Professor SAYRE gives at pp. 936, *et seq.* In a note he adds that the company refused to obey the order of the Court, and the Court thereupon applied to the Kansas Supreme Court for a mandamus to compel obedience. That Court, in effect, held the order to be binding and enforceable: *Court of Industrial Relations* v. *Charles Wolff Packing Co.*, 109 Kan. 629. But from the *Central Law Journal* for 20th August we learn that an appeal by the company to the U.S. Supreme Court has been successful (43 Sup. Court 630), on the ground that the Kansas Act violates the Fourteenth Amendment. "The Court," says our American contemporary, "held that the right of the employer, on the one hand, and of the employee, on the other, to contract about his affairs, is part of the liberty of the individual protected by the due process clause of the Fourteenth Amendment, and that, while there is no such thing as absolute freedom of contract, freedom is the general rule, and restraint is the exception, and must not be arbitrary or unreasonable, and can only be justified by exceptional circumstances. The Supreme Court appears to have admitted that restraint may be imposed in a sudden emergency, such as a general railway strike (see *Wilson* v. *New*, 243 U.S. 332), and also in cases of businesses which are really 'affected with public interest'; but whether a business is so affected is a question of fact and does not depend on the declaration of a Legislature. So the attempt of the Kansas Legislature to impose compulsory arbitration in labour disptues in the food and clothing industries on the ground that they are 'affected with a public interest' has failed." Professor SAYRE gives a selection of six cases from the Kansas Court, including the *Charles Wolff Packing Co.'s Case*, so that it looks as though the Court has been busy. But we presume the Act will now be revised so as to bring the jurisdiction of the Court within constitutional limits.

But supposing an Industrial Court is established with jurisdiction, either voluntary or compulsory, to establish a minimum wage, on what principle is this to be done? There have been already numerous applications to the English Industrial Court, and four volumes of its decisions, so Sir WILLIAM MACKENZIE tells us, had appeared up to last year; but we have not these at hand and we do not know how this question has been treated. It has, however, received full and careful consideration in Australia and in the Kansas Court. In Australia the rule has been laid down that the living wage must satisfy "the normal needs of the average employee regarded as a human being living in a civilized community": *Barrier Branch of Amalgamated Miners' Association* v. *Broken Hill Proprietary Co.*, 1909, 3 Commonw. Arb. Rep. 1; *Australian Boot Trade Employees' Federation* v. *Whybrow and Co.*, 4 *ibid.*, and in another case, in South Australia, "High wages pay, while cheap wages are dear wages," was quoted from Mr. PHILLIP SNOWDEN's "The Living Wage"; further, the Court has "to fix a minimum wage to meet the needs of a frugal civilized worker": *Federated Engine Drivers* v. *Broken Hill &c. Co.*, 7 Commonw. Arb. Rep. 132. The United States National War Labour Board laid down a similar test in a case in 1918, when it said that the living wage "must be the minimum rate of wage which will permit the worker and his family to subsist in reasonable health and comfort"; "a wage below which the employers ought to be forbidden by the State to employ its citizens who are labourers." But what is the size of the family which is to give the "foundation or basic" wage? This is a matter of statistics which has been carefully inquired into, and the number five—parents and three children—has been taken as approximately correct. After this come the statistics of the workman's actual budget; the necessary articles and their prices. This is a matter of evidence for the Court, and in an Appendix to Professor SAYRE's book a series of budget estimates taken from various authoritative sources is given.

The Kansas statute above referred to has a variation on "living wage." It lays down the principle that workers engaged in the industries mentioned above as being within the Act "shall receive at all times a fair wage and have healthful and moral surroundings while engaged in such labour; and that capital invested therein shall receive at all times a fair rate of return to the owners thereof"; excellent principles, if only the industry will produce the necessary funds. But what is a "fair" wage? This was discussed in *State of Kansas* v. *The Topeka Edison Company*, 1920, given in Professor SAYRE's book at p. 923, and as to "skilled workers" it was said: "Such persons, in all fairness, are entitled to a wage which will enable them to procure for themselves and their families all the necessaries and a reasonable share of the comforts of life. They are entitled to a wage which will enable them by industry and economy not only to supply themselves with opportunities for intellectual advancement and reasonable recreation, but also to enable the parents working together to furnish to the

children ample opportunities for intellectual and moral advancement, for education, and for an equal opportunity in the race of life." These, it may be noticed, are the pronouncements of judges—not of a court consisting of nominees of a Minister, like our Industrial Court—and they are the pronouncements of judges earnestly striving to perform the novel task that this experimental legislation has imposed upon them. So far, judges in our country have not had such questions to consider, but social economics may yet furnish matter for their decision.

Recent Developments of Mercantile Law: Damages.

VII.—Interest on Damages.

(*Continued from p.* 888.)

Of all the many illustrations available to demonstrate the principle we have already adverted to more than once, namely, that the logical principles of "natural damages" are overlaid with "conventional" rules for their assessment of a very artificial kind, quite the most striking relates to the allowance of interest on damages awarded by a court. *Primâ facie*, applying the general principle of "natural damages," *i.e.* damages are intended to be in the nature of "*Restitutio in integrum*"—*i.e.*, to put the injured party in the same position so far as possible as would have been his if the breach had not taken place—it would seem clear that a successful plaintiff ought to get interest allowed in the judgment on the damages, awarded *as from the date of the breach*, since he has lost the use of the money thus awarded from that date. But no such general rule is in existence. On the contrary, Common Law, Equity, and Statute Law have created a number of so-called exceptions to a general rule which is quite the opposite of this: for the general rule is that interest is *not* allowed on damages between date of breach and date of judgment, although it is allowed after date of judgment until the date of satisfaction by execution or otherwise.

The reason for this extraordinary departure from principle, as is usually the case with glaring anomalies in English Law, can only be understood from a knowledge of Legal History. It is due to the fact that the Common Law, in early medieval times, regarded all interest on loans of money as "usury," forbidden to Christian men by penalties recoverable in the Ecclesiastical Courts. The payment of interest on money, therefore, could *not* be a general custom of the realm, because such a custom cannot be illegal or immoral, and therefore such could not be proved in court as one of those general customs which collectively made up the Common Law. This only applied to the loan of money. The bailment of a chattel could be the subject of "hire" paid for its use: the bailment of land was subject to the payment of rent; and the undertaker of a business could make profits on his capital. All these are now regarded by economists as involving "interest" on capital: but the medieval lawyers did not see this.

Accordingly, in order to charge "interest" for a loan, it was necessary to evade the Usury Laws, only repealed in 1854, by a number of devices. Mortgages are a good example. Why did the medieval lawyers resort to the primitive device of conveyance by mortgagor to mortgagee, subject to a right of redemption at law or in equity, instead of the simpler plan of a "charge" or "hypothec," familiar to them in later Roman Law? The reason is that such a "hypothec" or charge of the lender to secure his loan would have been ancillary to a loan of money to the mortgagor, and no mortgage-interest could have been legally charged. To escape this pitfall, the mortgagor conveyed his estate to the mortgagee and remained the latter's "tenant-at-will," paying him rent for his tenancy: later this became mortgage interest. Such "rent" was not deemed to be an infraction of the Usury Laws and therefore was permissible and enforceable. But if the mortgagee went into possession he ceased to be a landlord receiving "rent" and became a lender charging interest; therefore he was treated with extraordinary harshness as regards the duty to account.

Now, if interest could not be charged on loans of money because of the abhorrence which the Common Law felt for usury, it will readily be comprehended that damages, once assessed, were not allowed to carry interest before judgment. But the inequitable character of this rule was soon felt by our judges, especially in the case of mercantile transactions, where the creditor suffered the loss of user of profit-bearing capital from the date of the breach. Therefore attempts were made to find a way round the harshness of the Common Law rule. This was done in two quite distinct, and both very ingenious ways; the one in Common Law and the other in Equity. But, owing to their very nature, each of the methods was only of partial application, in a few special cases.

The Common Law method was this: If A detains B's chattel and finally restores it, he is guilty of a trespass called "Detinue," and must pay damages for the loss of use of the chattel during the period of detention. Now if A detains a piece of gold belonging to B, the same principle applies; he must pay damages for the wrongful detention. Carry this one stage further. If A owes B a fixed amount, or debt, and does not pay it by the agreed date, then he may be notionally regarded as detaining B's money as from that date; in fact, Debt is a form of Detinue. Therefore he must pay damages for the detention in such cases; but not in those where there is no fixed sum detained, but merely a wrong or breach committed for which B may recover unliquidated damages as assessed by a jury. It follows, then, that at Common Law interest on damages was only awarded where it was analogous to damages for the detention of a chattel or a fixed piece of gold.

Equity applied a different principle. The function of the Chancery Court, in its origin, was to exercise a penitential jurisdiction over persons guilty of frauds, such as breaches of trust; it made them "purge" the sin of trust-breach by making full "restitution"; this involved the surrender, not only of the property fraudulently appropriated, but of the profits derived from its use in the meantime, or capable of being derived from its use. These amounted to interest on the sum withheld. Hence Equity, in cases of fraudulent detention of moneys by a trustee or agent, allowed interest on the debt.

To trace from these two diverse origins the growth of the modern rules, partly judge-made and partly statutory, distinguishing between those cases in which interest on debts or damages is recoverable and those in which it is not, is an interesting exercise in historical jurisprudence which we must regretfully regard as outside the province of this article. But the legal history just summarized explains both (1) the existing anomalies in the allowance of interest, and (2) the principle which lies behind the conventional rules. These we must now summarize in some brief detail.

I. *Interest recoverable as damages at Common Law.*

The conventional rules allowing damages prior to date of judgment at Common Law are two in number:—

First, such interest is allowed where there is a contract, express or implied, to pay it: *Webster* v. *British Empire Co.*, 15 Ch. D. 169; *Re Edwards: Williams* v. *Trench*, 61 L.J. Ch. 22; *Nichol* v. *Thompson*, 1 Campbell 32. Bank balances are probably a case in point.

Second, where there is a mercantile usage to that effect: *Higgins* v. *Sargent*, 2 B. & C. 348; *Juggomohun Ghose* v. *Manichchand*, 7 Moore Ind. Apl. 263; *Page* v. *Newman*, 9 B. & C. 378; *Calton* v. *Bragg*, 15 East, 223. The chief examples in this category are bills of exchange and promissory notes.

II. *Interest allowed on Debts in Equity.*

(*a*) An equitable jurisdiction, which Lord Mansfield successfully introduced—like so many others—into analogous common law classes of action, allowed interest on money (1) fraudulently, or (2) vexatiously, or (3) with deliberate wrongful intent, withheld

by a trustee, agent, or person otherwise bound to account: *Meredith* v. *Bowen*, 1 Keen, 270; *Webster* v. *British Empire, supra*; *Rishton* v. *Grissell*, 10 Eq. 393. But no such remedy could be given if the party claiming the money was himself in default: *London, Chatham and Dover Railway Co.* v. *South Eastern Railway Co.*, 1892, 1 Ch. 120.

(*b*) Upon a contract to indemnify, express or implied, interest was allowed in Equity, because the indemnification ought to put the other party in the exact position in which he would have been if the contract to indemnify had been faithfully carried out; here it is not necessary to show fraudulent or vexatious or deliberate refusal to carry out the contract: *Ex parte Bishop*, 15 Ch. D. 400.

(*c*) Upon rescission of a contract, interest is allowed in order to effect a complete "*restitutio*" independently of whether or not the defendant's conduct has been fraudulent: *Re Met. Coal Association, Karberg's Case*, 1892, 3 Ch. 1.

(*d*) Trustees, of course, are charged with interest on profits realized by money in their hands: Seton, 6th ed., II, 1164-1166.

(*e*) Interest is also usually recoverable on (1) costs, (2) judgments (but not as a rule county court judgments), (3) arrears of annuity, (4) debts proved in administration actions, (5) legacies, (6) partnership accounts, (7) moneys due to agent for disbursements on behalf of principal: *Ibid.*, II, 1389.

III. *Interest payable on Debts or Damages under Statute Law.*

The following appear to be the chief categories in which, by statute, interest is recoverable on debts or damages:—

(*a*) Under the Civil Procedure Act, 1833, s. 28, a jury *may* give interest on all debts or sums certain payable at a time, certain or otherwise, from the time when payable under some written instrument, or if payable otherwise, then from the time when demand of payment shall have been made in writing "so as such demand shall give notice to the debtor that interest will be claimed from the date of such demand until the time of payment." It will be noticed that in such cases the damages recoverable are a "debt," and it has been suggested that this provision is really only declaratory of a pre-existing common law rule: per Lord Justice THESIGER in *Webster* v. *British Empire*, 15 Ch. D. 169, at p. 176. The written instrument referred to in the section must be that under which the debt is payable.

(*b*) Under s. 29 of the same statute, a jury may award interest on unliquidated damages in all actions of trover or trespass for value of chattels, and on policies of insurance. It has been held that damages for minerals unlawfully gotten do not sound in "trover," so that here interest is *not* allowable: *Phillips* v. *Homfray*, 44 Ch. D. 694.

(*c*) The Bankruptcy Act, 1914, s. 66 (1), allows interest on a proved debt at a rate not exceeding 5 per cent.

As regards all these cases, it should be remembered that damages are allowed for "wrongful detention" of money, and therefore are not allowable under the statute or otherwise where the detention, although not justifiable by any legal title, was made innocently and reasonably: *Bushman* v. *Morgan*, 5 Sim. 635. It should also be recollected that a date of payment depending on a contingent future event is *not* a time certain, and so does *not* permit recovery of interest.

(*To be concluded.*)

Reviews.

Rent Restriction.

THE RENT RESTRICTION ACTS, 1920 AND 1923, with Rules thereunder, together with Cases in the English, Scotch and Irish Courts. By GILBERT STONE, of Lincoln's Inn and the North-Eastern Circuit. Ernest Benn, Ltd. 9s. 6d. net.

"The Rent Restriction Acts," says Mr. Stone, in his Preface, "have now reached such a state of complexity that it is no longer possible to make the subject intelligible by a mere annotation of the Acts." Accordingly, in pursuance of this very accurate diagnosis of the statutory situation, he has set himself to discover in his own way the meaning of the Acts and to state the result so as to make his discoveries available for his readers. In the first chapter he gives a series of twelve rules for determining whether the Acts apply to any particular house, and then he comments on each of these rules in detail, so far as they give occasion for comment. In Chap. II he discusses the restrictions on increases of rent, and following the method of his first chapter, he states four principles governing the restrictions, and explains each principle by illustrations from the decided cases. Chapter III follows with the permitted increases, including a discussion of "standard rent" as the basis of increase, and in Chap. IV, "Restrictions on Right to Possession," Mr. Stone gives a very useful exposition of the section of the 1923 Act which amends and replaces s. 5 of the Act of 1920.

Chapter VI contains a review of the status of the "statutory tenant," perhaps the most interesting contribution which the Acts have made to the law, and other chapters explain restrictions on right to levy distress; premiums and key money; furnished houses; and mortgage restrictions. The text of the Acts now in force and of the recent Rules is given in the Appendix. The numerous cases on the Acts are incorporated in the book—but it seems unfortunate not to follow the well-established practice of printing the names in different type from the text—and since the book may be used by estate agents and others, to whom the reports are not easily accessible, the facts are given as well as the decisions. Mr. Stone has presented a difficult subject in an original manner, and has done, we imagine, all that is possible to make it intelligible. Perhaps after studying this book even county court judges—we speak with all respect—will confess that they are beginning to understand Rent Restriction.

Books of the Week.

Justice of the Peace.—Questions and Answers from the Justice of the Peace. Connected with Local Government, Public Health, Poor Law, Poor Rate, Licensing and the General Duties of Magistrates—1910-1920. Revised and Modified as rendered necessary by subsequent Legislation and Decisions. Edited by W. H. DUMSDAY, Barrister-at-Law. Butterworth & Co. 63s. net.

Trade Marks.—The Law of Trade Marks and Trade Names. With Chapters on Trade Secret and Trade Libel, and a full collection of Statutes, Rules, Forms and Precedents. By Sir DUNCAN M. KERLY, K.C., M.A., LL.B. 5th Edition. By F. G. UNDERHAY, M.A., Barrister-at-Law, Assisted by T. W. MORGAN, Barrister-at-Law. Sweet & Maxwell, Ltd. 63s. net.

Personal Property.—An Analysis of Williams on the Law of Personal Property, for the use of Students. By A. M. WILSHERE, M.A., LL.B., Barrister-at-Law. 4th Edition. Sweet and Maxwell, Ltd. 7s. 6d. net.

Statute Law.—A Treatise on Statute Law. By the late William Fielden Craies, M.A. Founded on Hardcastle on Statutory Law. 3rd Edition. By J. G. PEASE, C.B.E., and J. P. 'GORMAN, Barristers-at-Law. Sweet & Maxwell, Ltd. 37s. 6d. net.

Legal History.—An Introduction to the History of English Law. By HAROLD POTTER, LL.B. Sweet & Maxwell, Ltd. 10s. 6d. net.

Correspondence.

Motor Perils and Noise.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Referring to the remarks in your issues of the 15th and 22nd instant on this subject, I am glad you call attention to the nuisance of motor cycles, which, apart from their being a special road peril, are a disturbance by their unnecessary noise.

I cannot be accused of prejudice against them as vehicles, as I ride one on an average 75 miles per week, summer and winter. It is a constant source of wonder to me that the users of motor-cycles and the public put up with such a nuisance and permit it to continue unchecked. In spite of what manufacturers may say to the contrary, the machines can and ought to be made far less noisy and I suggest that members of the Profession should urge the Auto-cycle Union and the Automobile Association and Motor Union to make "Silence" a primary point in motor-cycle trials of 1924. This is much better than legislation, as it will directly affect sales by manufacturers, whilst legislation will affect purchasers who have to put up with the best they can get.

As to road perils—I have now ridden bicycles (motor and otherwise) for 25 years, and I am convinced that speed, as a distinct entity, is a comparatively minor factor in accidents. There are places where it is dangerous to drive any vehicle at all; places where a speed of 10 miles per hour would be dangerous; and places where a speed of (even) 60 miles per hour would be perfectly safe.

There is a general tendency to drive fast, particularly among newer owners of motors (cars or cycles). Youthful motor-cyclists are far too reckless, especially in overtaking traffic, and I believe that the majority of accidents will be found among riders under 21 years old. I would like to see the age at which anyone can obtain a motor-cycle driver's licence raised to 21, and also pillion riding on solo cycles absolutely prohibited.

As to the suggestion that the speed limit should be rigorously enforced: it is much the same as suggesting that legislation should be made to retard progressive engineering and to prevent inventions.

Few people realise how slow 20 miles per hour appears now-a-days. It is the speed at which motor 'buses generally travel on suburban and country routes.

If manufacturers are to be compelled only to build machines which cannot exceed 20 miles per hour they might as well stop building motors at all. Fifty years ago a speed of 15 miles per hour was thought preposterous. Moreover, if no vehicle may be driven at more than 20 miles per hour, of what use is it constructing arterial roads or improving road surfaces at all?

A limit of speed is in itself an incentive to drive at not less than that speed. In a prosecution for exceeding the speed limit the proof or sworn statement that the actual speed was below the limit would only add difficulties to the already sufficiently difficult task of the magistrates and police.

It would necessitate an enormous increase in the Police Force to enforce the speed limit, since it is impossible for one man to say whether a vehicle is approaching and passing him at eighteen or twenty-three miles per hour, and the unsupported evidence of one constable would be of little value. Every prosecution would involve a trigonometrical problem depending on measurements, the accuracy of which it would not be possible to check. A complicated system of "Police Traps" would have to be evolved, and even then the control would not be entirely effective.

I have had some years' experience with magistrates and their clerks and am of opinion that (except in "controlled areas"—villages and towns—where a limit of eight or twelve miles per hour ought to be imposed by the county authorities acting with the advice of other suitable bodies) the speed limit ought to be abolished. It is fairly easy to judge speeds of twelve miles per hour and under.

The A.A. & M.U., the R.A.C. and the A.C.U., in conjunction with administrative authorities and other representative bodies, should be called on to devise new rules of the road (embodying the present etiquette observed by careful drivers) which should then be given legislative force.

In every case of accident and in all cases where an accident was barely avoided, an enquiry should be held as in cases of accident at sea. It should not be forgotten that vehicles have a prior right to the use of the road, while pedestrians are entitled to use the road and have exclusive right to the use of the footways and pavements where any exist. These enquiries should take the form of prosecutions if necessary.

The rules as to damages in Admiralty actions should obtain in these cases, both in respect of damages and fines, but the proven fact that a driver of any vehicle in fault in any accident case was at the time exceeding the speed limit in a "controlled area" should, *ipso facto*, involve the imposition of the maximum fine.

Sane and careful drivers of road vehicles would have nothing to complain about in the suggested new regulations, and, although at first there would be an increase in the number of prosecutions and some innocent people might be put to inconvenience, everyone would benefit by it, and the prosecutions and enquiries, by putting a check on reckless and careless driving, would rapidly decrease in number until they would be required in cases of wilful recklessness and inevitable accident.

M. C. BATTEN.

2, Underhill Road,
Lordship Lane, S.E.
25th September.

[We are obliged for our correspondent's interesting letter. As to speed limits we have already expressed our view, and whatever speed is allowed on special roads, constructed like railways exclusively for fast traffic, the existing limit is necessary for ordinary highways, if the amenities of country life are to be preserved, quite apart from the question of safety. As to the noise of motor-cycles, as to which Mr. Batten agrees with us, see the strong comments on the matter in the current *Nineteenth Century*, p. 319, in the article "Noise"—"the outrageous noisiness of the motor-cycle."—ED. *S.J.*]

Cases in Brief.

(*Continued from p.* 728.)

Landlord and Tenant.

COVENANTS AGAINST ASSIGNMENT:—The exceptions in s. 14 (6) of the Conveyancing Act, 1881, to the provisions of that section granting relief against forfeiture only extend to the specific matters therein specified. In respect of covenants against assignment these are against assigning, underletting, parting with the possession, or disposing of the land leased. They do not include an arrangement under which a third person is allowed to share possession with the lessee. Hence, where the covenant in a lease forbade the assigning, underletting, or parting with or sharing possession, and a breach was committed by sharing possession, this was subject to s. 14, and the lessor's action to recover possession failed because he had not given the preliminary notice required by the section: *Jackson* v. *Simons*, 1923, 1 Ch. 373; 67 SOL. J. 262, Romer, J.

It is well established by a series of cases such as *Treloar* v. *Bigge*, L.R. 9 Ex. 151, that where there is a covenant by a lessee not to assign without consent, and a covenant by the lessor that he will not unreasonably withhold consent, the two covenants are to be construed together, and the covenant by the lessee is qualified by the covenant by the lessor. But where the lessor's consent is required to the granting of a sub-lease, he is entitled to have the terms of the sub-lease disclosed to him, and if the sub-lease is granted without his consent he can recover for the forfeiture; and none the less that he has received rent after the breach of covenant, if he was not then aware of it: *Fuller's Theatre, &c., Co., Ltd.* v. *Rofe*, 1923, A.C. 435, P.C.

COVENANT TO REPAIR:—Notwithstanding differences of wording in covenants to repair—well and sufficiently repair, and so on—the standard of repair required by a general covenant to repair is in all cases substantially the same, and the lessee is liable only for such repairs as, in view of the age, character and locality of the premises, would make them reasonably fit for the occupation of reasonably minded tenants of the class likely to take them (see *Proudfoot* v. *Hart*, 25 Q.B. 42; *Lurcott* v. *Wakeley*, 1911, 1 K.B. 905): *Calthorpe* v. *McOscar*, 39 T.L.R. 527, McCardie, J.

Where a lease has become vested by assignment in tenants in common, and there has been a breach of a covenant to repair, each of the tenants in common is liable for the whole of the damages caused by the breach, and not merely for one-half: *United Dairies, Ltd.* v. *Public Trustee*, 1923, 1 K.B. 469, Greer, J.

DETERMINATION OF TENANCY:—A week's notice to quit is a sufficient notice to determine a weekly tenancy, but it must be given so as to terminate on the last day of a week calculated from the commencement of the tenancy (*Simmons* v. *Crossly*, 1922, 2 K.B. 95, not followed): *Queen's Club Garden Estates, Ltd.* v. *Bignell*, 39 T.L.R. 496, Div. Ct.

Upon the demise of a house there is an implied undertaking by the tenant that he will deliver up possession at the expiration of the term, and the tenant is liable in damages for expenses incurred in recovering possession (*Henderson* v. *Squire*, 1869, L.R. 4 Q.B. 170). And the tenant is liable if a caretaker whom he has put in refuses to leave, notwithstanding that he himself is willing for the landlord to have possession: *Henderson* v. *Van Cooten*, 67 SOL. J. 228, Sankey, J.

New Orders, &c.

County Court Changes.

The County Courts of Pocklington and Selby will be transferred from Circuit 16 (Judge Head) to Circuit 15 (Judge McCarthy) as from the 1st October, 1923.

Ministry of Health.

CONDENSED MILK REGULATIONS.

Regulations were made by the Minister of Health on the 1st May last providing for the manner in which any tin or other receptacle containing condensed milk is to be labelled or marked, and prescribing the minimum percentages of milk fat and milk solids in condensed milks.

The date fixed for the operation of the regulations was the 1st October, but as difficulties have arisen in consequence of the recent dock strike in disposing of stocks of condensed milk already in this country which do not comply with the Regulations, the Minister of Health has decided to postpone until the 1st November next the operation of the Regulations in regard to retail sales in this country. Amending Regulations to give

effect to this decision will be issued within the next few days. It is not intended to alter the date fixed for the application of the Regulations to condensed milk imported into this country, viz., 1st October.

THE REPORT OF THE CHIEF MEDICAL OFFICER.

The Annual Report of the Chief Medical Officer for 1922 will be published shortly. The Report is in form similar to that of previous years and contains the chief vital statistics for the year with the inferences to be made from them. Special chapters are devoted to maternity and child welfare, tuberculosis, venereal disease and the statistics relative to the increase of cancer are discussed at some length. Observations are also made on the Loch Maree and other food poisoning outbreaks and the precautions which are necessary on the part of manufacturers and others to prevent similar outbreaks in future.

The Report, including four short appendices, is 186 pages in length; the price is 2s. 6d.

THE NEW SECRETARIES.

Sir William Joynson-Hicks has appointed the Lord Erskine, M.P., to be his Parliamentary Private Secretary, Mr. Douglas Veale, of the Ministry of Health, to be his Private Secretary, and Mr. A. Nevil Rucker, of the Ministry of Health, to be his Assistant Private Secretary.

Colonial Stock Act, 1900 (63 & 64 Vict. c. 62).

TREASURY LIST OF COLONIAL STOCKS IN RESPECT OF WHICH THE PROVISIONS OF THE ACT ARE FOR THE TIME BEING COMPLIED WITH.

The following was issued as a Parliamentary Paper on 9th July last:—

The provisions of the Colonial Stock Act, 1900, have been complied with in respect of the undermentioned Stocks, registered or inscribed in the United Kingdom:—

AUSTRALIA, COMMONWEALTH OF
- 5½ per cent. Inscribed Stock (1922-27).
- 6 per cent. Registered Stock (1931-1941).
- 5 per cent. Registered Stock (1935-45).

BARBADOS
- 3½ per cent. Inscribed Stock (1925 42).

BRITISH GUIANA
- 4 per cent. Inscribed Stock (1935).
- 3 per cent. Inscribed Stock (1923-45).

BRITISH HONDURAS
- 4 per cent. Inscribed Stock (1941-71).

CANADA, DOMINION OF
- 3½ per cent. Inscribed Stock (1930-50).
- 3½ per cent. Inscribed Stock (1909-34).
- 3 per cent. Inscribed Stock (1938).
- 2½ per cent. Inscribed Stock (1947).
- Inscribed Stock of the Canadian Pacific Railway 3½ per cent. Land Grant Loan (1938).
- 4 per cent. Stock (1940-60).

CAPE OF GOOD HOPE
- 4 per cent. Inscribed Stock of 1883 (1923).
- 4 per cent. Consolidated Stock (1916-36).
- 3½ per cent. Consolidated Stock (1929-49).
- 3 per cent. Consolidated Stock (1933-43).

CEYLON
- 4 per cent. Inscribed Stock (1934).
- 3 per cent. Inscribed Stock (1940).
- 3½ per cent. Inscribed Stock (1934-59).
- 4 per cent. Inscribed Stock (1939-59).
- 6 per cent. Inscribed Stock (1936-51).

FIJI*

GOLD COAST
- 3 per cent. Inscribed Stock (1927-52).
- 3½ per cent. Inscribed Stock (1934-59).
- 4 per cent. Inscribed Stock (1939-59).
- 6 per cent. Inscribed Stock (1945-70).

GRENADA
- 4 per cent. Inscribed Stock (1917-42).

HONG KONG
- 3½ per cent. Inscribed Stock (1918-43).

JAMAICA
- 4 per cent. Inscribed Stock (1934).
- 3½ per cent. Inscribed Stock (1919-49).
- 3 per cent. Inscribed Stock (1922-44).
- 4½ per cent. Inscribed Stock (1941-71).

KENYA
- 6 per cent. Inscribed Stock (1946-56).

MAURITIUS
- 4 per cent. Inscribed Stock (1937).
- 3½ per cent. Inscribed Stock (1930-55).

NATAL
- 4 per cent. Inscribed Stock (1927).
- 4 per cent. Inscribed Stock (1937).
- 3½ per cent. Inscribed Stock (1914-39).
- 3 per cent. Consolidated Stock (1929-49).
- 3½ per cent. Consolidated Stock (1934-44).

NEWFOUNDLAND
- 3½ per cent. Inscribed Stock (1945).
- 3½ per cent. Inscribed Stock (1950).
- 3½ per cent. Inscribed Stock (1952).

NEW SOUTH WALES
- 4 per cent. Inscribed Stock (1933).
- 3½ per cent. Inscribed Stock (1924).
- 3 per cent. Inscribed Stock (1935).
- 3½ per cent. Inscribed Stock (1930-50).
- 4 per cent. Inscribed Stock (1942-62).
- 4½ per cent. Inscribed Stock (1922-27).
- 5½ per cent. Inscribed Stock (1922-27).
- 5½ per cent. Inscribed Stock (1925-35).
- 5½ per cent. Inscribed Stock (1922-32).
- 5½ per cent. Consolidated Inscribed Stock (1924-34).
- 6½ per cent. Inscribed Stock (1930-40).
- 6 per cent. Inscribed Stock (1930-40).
- 4½ per cent. Inscribed Stock (1935-45).
- 5 per cent. Inscribed Stock (1932-42).

NEW ZEALAND
- 4 per cent. Consolidated Stock (1929).
- 3½ per cent. Consolidated Stock (1940).
- 3 per cent. Consolidated Stock (1945).
- 4 per cent. Consolidated Stock (1943-63).
- 6 per cent. Consolidated Stock (1936-51).
- 5 per cent. Consolidated Stock (1935-45).
- 4 per cent. Consolidated Stock (1933-43).

NIGERIA
- 6 per cent. Inscribed Stock (1949-79).
- 6 per cent. Inscribed Stock (1936-46).

QUEENSLAND
- 4 per cent. Inscribed Stock (1924).
- 3½ per cent. Inscribed Stock (1924).
- 3½ per cent. Inscribed Stock (1930).
- 3½ per cent. Inscribed Stock (1945).
- 3 per cent. Inscribed Stock (1922-47).
- 3½ per cent. Inscribed Stock (1950-70).
- 3¾ per cent. Inscribed Stock (1940-60).
- 4 per cent. Inscribed Stock (1940-50).
- 4½ per cent. Inscribed Stock (1920-25).
- 6 per cent. Inscribed Stock (1930-40).

ST. LUCIA
- 4 per cent. Inscribed Stock (1919-44).

ST. VINCENT*

SIERRA LEONE
- 3½ per cent. Inscribed Stock (1929-54).
- 4 per cent. Inscribed Stock (1938-63).

SOUTH AUSTRALIA
- 4 per cent. Stock (1924).
- 4 per cent. Inscribed Stock (1916-35).
- 4 per cent. Inscribed Stock (1917-36).
- 3½ per cent. Inscribed Stock (1939).
- 3 per cent. Inscribed Stock (1916-26).
- 3 per cent. Consolidated Inscribed Stock (1916 and after).
- 3½ per cent. Inscribed Stock (1926-36).
- 3½ per cent. Inscribed Stock (1924).
- 3¾ per cent. Inscribed Stock (1934).
- 4 per cent. Inscribed Stock (1940-60).
- 5½ per cent. Inscribed Stock (1922-27).
- 6½ per cent. Inscribed Stock (1930-40).
- 6 per cent. Inscribed Stock (1930-40).
- 5 per cent. Registered Stock (1932-42).

SOUTHERN NIGERIA (LAGOS)
- 3½ per cent. Inscribed Stock (1930-55).

STRAITS SETTLEMENTS
- 3½ per cent. Inscribed Stock (1937-67).
- 6 per cent. Inscribed Stock (1936-51).
- 4½ per cent. Inscribed Stock (1935-45).

TASMANIA
- 3½ per cent. Inscribed Stock (1920-40)
- 4 per cent. Inscribed Stock (1920-40).
- 3 per cent. Inscribed Stock (1920-40).
- 4 per cent. Inscribed Stock (1940-50).
- 4½ per cent. Inscribed Stock (1935).
- 6½ per cent. Registered Stock (1930-40).

TRINIDAD AND TOBAGO
- Trinidad 4 per cent. Inscribed Stock (1917-42).
- Trinidad 3 per cent. Inscribed Stock (1922-44).

UNION OF SOUTH AFRICA
- 4 per cent. Consolidated Stock (1943-63).
- 4½ per cent. Inscribed Stock (1920-25).
- 6 per cent. Inscribed Stock (1930-40).

VICTORIA
- 3½ per cent. Inscribed Stock of 1888-9 (1923).
- 3½ per cent. Inscribed Stock (1921-26).
- 3 per cent. Consolidated Inscribed Stock (1929-49).
- 3½ per cent. Consolidated Inscribed Stock (1929-49).
- 4 per cent. Consolidated Inscribed Stock (1940-60).
- 4½ per cent. Inscribed Stock (1920-25).
- 5½ per cent. Consolidated Inscribed Stock (1924-34).
- 6¼ per cent. Inscribed Stock (1923-25).
- 5½ per cent. Inscribed Stock (1930-40).
- 5 per cent. Conversion Loan (1935-45).
- 5 per cent. Inscribed Stock (1932-42).

WESTERN AUSTRALIA
- 4 per cent. Inscribed Stock (1934).
- 3½ per cent. Inscribed Stock (1915-35).
- 3 per cent. Inscribed Stock (1915-35).
- 3 per cent. Inscribed Stock (1916-36).
- 3½ per cent. Inscribed Stock (1920-35).
- 3 per cent. Inscribed Stock (1927).
- 3½ per cent. Inscribed Stock (1927-47).
- 3½ per cent. Inscribed Stock (1935-55).
- 3¾ per cent. Inscribed Stock (1940-60).
- 4 per cent. Inscribed Stock (1942-62).
- 5½ per cent. Inscribed Stock (1930-40).
- 6 per cent. Inscribed Stock (1930-40).
- 5 per cent. Inscribed Stock (1935-45).
- 4½ per cent. Inscribed Stock (1935-65).

The restrictions mentioned in section 2, sub-section (2) of the Trustee Act, 1893, apply to the above Stocks (see *Colonial Stock Act*, 1900, *section* 2).

The Revenues of the respective Colonies alone are liable in respect of these Stocks and the dividends thereon, and the Consolidated Fund of the United Kingdom and the Commissioners of His Majesty's Treasury are not directly or indirectly liable or responsible for the payment of the Stock or of the dividends thereon, or for any matter relating thereto.—(*Colonial Stock Act*, 1877, 40 & 41 *Vict.*, *c.* 59, *s.* 19.)

Treasury Chambers, S.W.,
3rd July 1923.

NOTE.—The conditions prescribed by Treasury Order under Section 2 of the Colonial Stock Act, 1900, were published in the *London Gazette* of the 14th December 1900. Copies of the Order (price 1*d.*) may be obtained from H.M. Stationery Office at the following addresses: Imperial House, Kingsway, London, W.C.2, and 28, Abingdon Street, London, S.W.1; York Street, Manchester; 1, St. Andrew's Crescent, Cardiff; or 120, George Street, Edinburgh, either directly or through any Bookseller.

* The necessary steps to comply with the conditions laid down by the Treasury under the Act have been taken by the Government of this Colony, but no Stocks have up to the present been issued by them under the Colonial Stock Acts, 1877-1900.

Societies.

The Berks, Bucks and Oxfordshire Incorporated Law Society.

(*Continued from page* 891).

Stamping facilities.—In consequence of the authorities having reverted to the old practice of receiving documents for stamping in Reading at the Post Office instead of the Office of the Collectors of Customs and Excise, many members complained of quite unreasonable delay and also of the undue publicity involved by the change. The secretary communicated with the Reading Town Council and the Reading and District Solicitors' Association, with the result that joint representations were made to the Controller of Stamps. While the authorities could not be induced to restore the facilities for stamping at the Office of the Collectors of Customs and Excise, they arranged to receive documents for stamping in a private room at the Post Office which obviated, at any rate, the greater part of the delay and publicity which were complained of.

Questions between members.—The Secretary has during the past year acted on several occasions in settling matters in difference between members and has also been called upon to advise on matters of professional etiquette. Assistance has also been afforded to members who were in difficulty in consequence of the altered conditions arising in the Irish Courts by reason of the constitution of the Irish Free State.

General Condition 23.—This condition has during the year given rise to even more correspondence than usual with members who consider it objectionable. It is believed, however, that a very considerable majority of the members is in favour of the condition having regard to the fact that a purchaser cannot in any way guess what the cost of obtaining production of the vendor's documents of title will be, while the vendor can form a very accurate estimate. In cases in which the vendor wishes to throw the expense of obtaining production of documents on the purchaser, it is easy for the vendor to insert a special condition stating that general condition No. 23 shall not apply, in which case the purchaser's attention is directed to the fact that he will have to bear the cost of obtaining production of the documents not held by the vendor and can make enquiry as to the probable cost which will be involved.

Remarks to members.—The committee wish to again urge upon members the importance of always making the full scale charge in conveyancing matters, except in quite exceptional cases. The committee venture to suggest that it is no more difficult to agree to treat the scale as the minimum, than to agree upon some lower scale, as has been done in one or two districts. It is obviously impossible to adequately remunerate the office staff and to maintain the status of the profession unless the scale, which was never more than sufficient, is adhered to. It is believed that throughout the greater part of the Society's area members have loyally co-operated in charging the scale except in quite exceptional cases, and the committee trust that the very few solicitors who have been to some extent undercutting will now be able to see their way to fall into line with the general body of the profession.

Unfortunately, owing to the heavy death roll and to the resignations which have taken place, in consequence, in the main, of retirements from the profession, the membership of the Society is at the present time just below 150. The committee trust that the number of 150 may shortly be restored, as this number is necessary to retain the additional vote which the membership of 151 on the 1st January last at present gives to the Society on the Associated Provincial Law Societies. Having regard to the small annual subscription of 10s. 6d., it is felt that every solicitor in the area of the Society should be a member of it, whether he is a partner with an existing member or not.

Mr. John Henry Tattersall, of Bournemouth, solicitor, who died on 29th June, left £9,432 gross and £9,227 net. He gives fifty guineas to Bernard Morrell Stephenson, provided he shall before Hilary Term, 1928, pass the Final Examination of the Law Society and become a solicitor; £300 to Ethel Mary Stephenson, for her great kindness and attention during his long illness; fifty guineas to his clerk, Lucy Corby; twenty guineas each to his clerks, Frances Jones and Lilian Maud Blackmore; twenty guineas to his servant, Mabel Bryant; and twenty guineas to his former servant, Emily Harris.

U.S. Twelve-Mile Limit Proposal.

The Times correspondent at Washington, in a message of 19th September, says: Mr. Chilton, the British Charge d'Affaires, yesterday transmitted to Mr. Phillips, the Under-Secretary of State, the British reply to the American proposal of 13th June that a special agreement for a definite period should be made under which the carrying of liquor under sea within the three-mile limit should be permitted to foreign vessels if the maritime Powers concerned would grant the United States the right to search ships and seize contraband articles at any point within twelve miles from the shore.

The publication of the reply *in extenso* is apparently neither desired nor intended, but Mr. Phillips made known this morning its general tenour. It consists for the most part of arguments the tendency of which is unfavourable to the American proposal, but it ends with the announcement that the question will be introduced and discussed at the Imperial Conference in October. Some satisfaction is felt and expressed in official circles that the matter will thus be further ventilated, since it robs the British reply of the air of finality which it might otherwise have had.

It is worth noting again that the United States is not seeking and has never sought a radical alteration in international law as affecting the three-mile limit. The traditional policy of this country agrees in all respects with that of Great Britain, and the proposal of an agreement for a limited term is nothing more than an ingenious device by which the acute embarrassment growing out of certain aspects of prohibition may be avoided. The Administration attaches importance to the matter for obvious political reasons. The metropolitan press has treated it as of at least academic interest, but the country in general is little concerned in the issue. The matter can with advantage await discussion by the Imperial Conference.

Notices under the Rent Restriction Act.

At the Folkestone County Court on 10th September, says *The Times*, Judge Terrell, K.C., gave judgment in a case under the Increase of Rent Act, in which the Strood Rural Council sought to recover £11 3s. for the rent of a house in Wainscot-walk, Frindsbury Extra, near Strood, the defendant, Herbert Lionel Coyle, holding the house on a weekly tenancy. The defendant denied all liability and counter-claimed for £20 3s. 10½d. in respect of rent paid in excess of the standard rent. During the hearing of the case it was stated that it was a sequel to a "rent strike" by the tenants, who refused to pay the increased rent on account of the alleged illegal notices served upon them.

Judge Terrell, in his judgment, stated there were no material facts in dispute. The houses were built by the council in 1916 and the house occupied by the defendant was let at a weekly rent of 6s. 9d. It was agreed that the liability for rates was on the landlord. On 10th December, 1920, the plaintiffs served on the defendant a notice of their intention to increase the rent. That notice purported to be given under the Increase of Rent Act, 1920. On 1st June, 1921, a similar notice was served, but no notice to quit was given with either of those notices. On 31st January, 1923, the plaintiffs served a notice to quit expiring on 12th February and a third notice of their intention to increase the defendant's rent on 20th June, 1923, claiming that there were twenty-nine weeks' rent due at 7s. 5d. a week. The main question in the case was whether, and to what extent, those three notices of intention to increase the defendant's rent were valid. The admitted transfer of the burden of the rates to the tenant, not being accompanied by a corresponding reduction of rent, was therefore invalid, and the notice to increase was, in his opinion, bad. He held that the first two notices were misleading and inaccurate, and he refused leave to amend them. He also held that all the three notices to increase the rent were invalid, and that the defendant's rent had never been validly increased above the standard rent. The defendant was therefore liable to be debited with rent at 6s. 9d. a week from 11th December, 1922, against which he had to be credited with the items mentioned in his particulars, and the defendant on his counter-claim was entitled to judgment, the result being that the plaintiffs' action failed, and was dismissed with costs. The defendant, on his counter-claim was entitled to judgment for £9 7s. 10d., with costs. He was told that a considerable number of cases between the plaintiffs and other tenants depended on the decision in that case. In the circumstances, the case involving novel and difficult points of law, he awarded to the defendant costs of claim and counter-claim on Scale C.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 4th October.

	Middle Price. 26th Sept.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	58½	4 5 6
War Loan 5% 1929-47	102⅜	4 17 6
War Loan 4½% 1925-45	97⅛	4 12 0
War Loan 4% (Tax free) 1929-42	100½xd.	4 0 0
War Loan 3½% 1st March 1928	95½	3 13 0
Funding 4% Loan 1960-90	91⅛xd.	4 7 6
Victory 4% Bonds (available at par for Estate Duty)	93	4 6 6
Conversion 3½% Loan 1961 or after ..	79	4 9 0
Local Loans 3% 1912 or after	68	4 8 0
India 5½% 15th January 1932	102½	5 7 6
India 4½% 1950-55	90¼	5 0 0
India 3½%	69⅜	5 0 6
India 3%	59½	5 1 0
Colonial Securities.		
British E. Africa 6% 1046-56	111½	5 7 6
Jamaica 4½% 1941-71	97	4 13 0
New South Wales 5% 1932-42	100	5 0 0
New South Wales 4½% 1935-45	93½	4 16 6
Queensland 4½% 1920-25	97	4 13 0
S. Australia 3½% 1926-36	84½	4 3 0
Victoria 5% 1932-42	99¼	5 0 6
New Zealand 4% 1929	96¼	4 3 0
Canada 3% 1938	81	3 14 6
Cape of Good Hope 3½% 1929-49	81	4 6 6
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	56	4 9 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	67½	4 9 0
Birmingham 3% on or after 1947 at option of Corpn.	66½	4 10 3
Bristol 3½% 1925-65	78½	4 9 0
Cardiff 3½% 1935	88	4 0 0
Glasgow 2½% 1925-40	74	3 8 0
Liverpool 3½% on or after 1942 at option of Corpn.	78½xd.	4 9 0
Manchester 3% on or after 1941	66	4 11 0
Newcastle 3½% irredeemable	75	4 13 0
Nottingham 3% irredeemable	67	4 10 0
Plymouth 3% 1920-60	67xd.	4 10 0
Middlesex C.C. 3½% 1927-47	80	4 7 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	87	4 12 0
Gt. Western Rly. 5% Rent Charge ..	106	4 14 0
Gt. Western Rly. 5% Preference	105½	4 15 0
L. North Eastern Rly. 4% Debenture ..	85¾	4 13 0
L. North Eastern Rly. 4% Guaranteed ..	84½	4 15 0
L. North Eastern Rly. 4% 1st Preference	83½	4 16 0
L. Mid. & Scot. Rly. 4% Debenture ..	87	4 12 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	84½	4 15 0
L. Mid. & Scot. Rly. 4% Preference ..	83½	4 16 0
Southern Railway 4% Debenture ..	85½	4 13 6
Southern Railway 5% Guaranteed ..	104	4 16 0
Southern Railway 5% Preference ..	102½	4 17 6

Perishable Fruit and the Shop Hours Act.

Mr. Ratcliffe Cousins, sitting at Greenwich Police Court, on Tuesday, says *The Times*, dealt with a number of summonses at the instance of the London County Council against shopkeepers for keeping their premises open after 8 p.m. on Sunday. The magistrate remarked that one of these days Parliament would have time to go into this matter. When he (Mr. Cousins) was overruled by the High Court, he was informed that we were not governed by logic, but by Parliament.

In one case the defendant said he understood he could sell perishable fruit after 8 o'clock, and he sold windfall apples, which were perishing "before his eyes."

Mr. Pawlyn, for the L.C.C., said apples were not regarded as perishable, but there were certain soft fruits which could be sold after 8.

Mr. Cousins: A great deal is said about bananas just now. Are they considered perishable?

Mr. Pawlyn: Bananas are not soft fruits, and are not included.

In a case in which the sale of sweets was concerned, Mr. Cousins asked about ice-cream, and Mr. Pawlyn stated that if ice-cream formed part of a meal it could be sold.

Mr. Cousins remarked that so far as he knew, what constituted a meal had never been defined. He should hold that if a young couple had some ginger-beer and sandwiches and an ice-cream, that was a meal, but three learned judges might sit all day to discuss it and decide that he was all wrong.

Companies.

Victorian Conversion Loan.

Statement by The Hon. John McWhae, Agent-General for Victoria, Australia, Thursday, 27th September:—

The allotment was made yesterday (Wednesday) of the Victorian £9,000,000 Conversion Loan, for which the cash and conversion applications amounted to £17,653,000.

During the past three years the State of Victoria has expended upwards of £30,000,000 in reproductive works.

Victoria's London Loan obligations total £43,288,733. The balance of the Victorian national debt amounting to over £67,000,000 is held in the State.

Taxation in Victoria has not been increased since the commencement of the war.

The last official statement discloses the revenue to be equal to £12 9s. 4d. per head of population, of which only £2 10s. 4d. per head is derived from direct taxation.

Legal News.

Dissolutions.

CHARLES FORSTER LOVELL, NORTHWOOD RAWLINS, WALTER VINCENT ASTON and CHARLES BARTLETT, Solicitors (Lovell, Son & Pitfield), 3, Gray's Inn-square, London. 31st day of August. [*Gazette*, 25th Sept.

General.

Mr. Thomas Henry Ladd died on 24th September, at Matlock, in his ninety-sixth year. He was the oldest member of the legal profession in the Midlands, and retired forty years ago.

Among the forthcoming books announced by the Old Westminster Press is the third edition of *Popular Fallacies* by A. S. E. Ackermann. The second edition appeared in 1909. The third edition will contain 696 pp. of new matter, and deal with 1,350 fallacies, including the 460 of the second edition.

The Times correspondent at Ottawa, in a message of 20th September, says:—Mr. Louis Philippe Brodeur has resigned his appointment as Puisne Judge of the Supreme Court of Canada. He has, he said, taken this step on account of ill-health and not, as has been reported, in order that he may succeed Sir Charles Fitzpatrick, whose term as Lieutenant-Governor of Quebec expires in October. Mr. Brodeur has been a member of the Supreme Court since 1911, and was previously Minister of Marine in the Laurier Cabinet. It is understood that he will be succeeded by either Mr. Jacques Bureau, now Minister of Customs, or Mr. Ernest Lapointe, the Minister of Marine.

The Times correspondent at Toronto, in a message of 20th September, says:—Without leaving the Bench five judges of the Appeal Court of Ontario unanimously declared that the provincial Betting Information Act was *ultra vires*, as legislation on this subject had already been passed by the Dominion Government. As a result of this judgment the Attorney-General has instructed the Crown Officers to cease prosecutions under this Act. This leaves the Ontario newspapers free to publish racing odds as formerly, but foreign publications are unable to publish such information in the Dominion, because the Federal Parliament, at the instance of Ontario, also passed legislation forbidding publication intended to assist in betting, or for use in connection with betting. It is not believed that the new Government of Ontario will attempt to pass new legislation to restrain racecourse betting.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, September 21.

E. MORRIS & CO. LTD. Oct. 1. R. C. Wallis, 5, Filey-avenue, Stamford Hill, N.16.

BRITISH URALITE CO. (1908) LTD. Oct. 20. John B. Knight, 44, St. Paul's-crescent, N.W.1.

POONAGALLA VALLEY CEYLON CO. LTD. Oct. 31. Robert Stewart, 16, Philpot-lane, E.C.

PARK GREEN DYE WORKS LTD. Oct. 12. James A. Snape, 5, John Dalton-st., Manchester.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, September 18.

Buffell's Exclusives Ltd.
Buffell's Imperial Bioscope Syndicate Ltd.
Grocers' Alliance Company (London) Ltd.
Adler & Co. (Textiles) Ltd.
J. R. Buckley & Son Ltd.
C. C. Dains Ltd.
The Progress Steam Trawling Co. Ltd.
Dyffryn Works Ltd.
M. T. Agius (Branches) Ltd.
Bunnomy Manufacturing Co. Ltd.
Smith & Kramp Ltd.
Stourcliff New Park Ltd.
The Rome Steam Shipping Co. Ltd.
Engine Equipment Co. Ltd.
Taylor & Evans Ltd.
Hearon, Royle & Summers Ltd.
W. D. Morris & Co. Ltd.
Yorkshire Stands Co. Ltd.
Dynevor Tin Plate Co. Ltd.
Ernest Roberson & Co. Ltd.
Mardy Tin Plate Co. Ltd.
T. W. Beal (Leicester) Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, Sept. 21.

ASTON, THOMAS, Newport, Mon., Builder. Newport. Pet. Sept. 17. Ord. Sept. 17.

BARNES, ARTHUR H., Brixton, Business Transfer Agent. High Court. Pet. Mar. 23. Ord. Sept. 17.

BARNES, ELLENOR I., Newcastle-upon-Tyne, Credit Agent. Newcastle-upon-Tyne. Pet. Sept. 17. Ord. Sept. 17.

BELLA, OSCAR, Vauxhall Bridge-rd., Agent and General Merchant. High Court. Pet. Sept. 17. Ord. Sept. 17.

BLOOM, S. L., Cheetham, Manchester, Silk Merchant. Manchester. Pet. Aug. 24. Ord. Sept. 17.

BUCKLE, FREDERICK G., Great Grimsby, Fish Merchant. Great Grimsby. Pet. Sept. 17. Ord. Sept. 17.

CASTELLA, CHARLES, Liverpool, Butcher. Liverpool. Pet. Sept. 17. Ord. Sept. 17.

DAY, GEORGE, Wigan, Sweet Vendor. Wigan. Pet. Sept. 19. Ord. Sept. 19.

DRAGOVITCH, REUBEN, Wool Exchange, Import and Export Merchant. High Court. Pet. Aug. 17. Ord. Sept. 19.

DUNN, JOSEPH P., Manchester. Salford. Pet. Aug. 25. Ord. Sept. 17.

ECCLES, ANDREW D., Manchester, Blouse Manufacturer. Manchester. Pet. Sept. 17. Ord. Sept. 17.

EDWARDS, REGINALD, Avonmouth, Bristol, Ironmonger. Bristol. Pet. Sept. 18. Ord. Sept. 18.

EVANS, JAMES, Junior, near Sandbach, Labourer. Macclesfield. Pet. Sept. 18. Ord. Sept. 18.

FALLOWS, BERTRAM, Bolton, Motor Engineer. Bolton. Pet. Sept. 18. Ord. Sept. 18.

FLEMING, JAMES, Keighley, Coal Merchant. Bradford. Pet. Sept. 17. Ord. Sept. 17.

HOWARD, JOHN W. H., Ardwick, Manchester, Motor Haulage Contractor. Manchester. Pet. Aug. 10. Ord. Sept. 17.

HUNTER, E., Shepperton, Paper Agent. High Court. Pet. Aug. 27. Ord. Sept. 19.

INCH, ARTHUR E., Penzance, Building Contractor. High Court. Pet. Sept. 4. Ord. Sept. 19.

JACOBSON, ABRAHAM and GLICKSMAN, CHARLES, Gutter-lane, E.C., Wholesale Drapers. High Court. Pet. Aug. 17. Ord. Sept. 19.

JONES, JOHN, Carnarvon, Fruiterer. Bangor. Pet. Sept. 17. Ord. Sept. 17.

KEAST, JABEZ, Truro, Baker. Truro. Pet. Sept. 17. Ord. Sept. 17.

LEACH, HAROLD, Accrington, Fitter. Blackburn. Pet. Aug. 31. Ord. Sept. 18.

LEFCOVITCH, HYMAN, Spitalfields, Tailor. High Court. Pet. Sept. 19. Ord. Sept. 19.

MARKS, ISAAC, Kingston-upon-Hull, Tailor. Kingston-upon-Hull. Pet. Sept. 19. Ord. Sept. 19.

MCKENZIE, DUNCAN M., Stalybridge, Tobacconist. Ashton-under-Lyne. Pet. Sept. 17. Ord. Sept. 17.

MILES, IVOR S., Abingdon. Oxford. Pet. Aug. 25. Ord. Sept. 17.

MOORE, GEORGE A., Manchester, Taxi Proprietor. Manchester. Pet. Aug. 24. Ord. Sept. 17.

PITT, WILLIAM H., Westham, Weymouth, Ham and Beef Dealer. Dorchester. Pet. Sept. 19. Ord. Sept. 19.

PLUMMER, W., Southam, Warwick. Warwick. Pet. Aug. 23. Ord. Sept. 19.

SIMS, ALFRED, Ryde, Isle of Wight, Licensed Victualler. Newport. Pet. Sept. 19. Ord. Sept. 19.

SMEETON, HARRY, Stafford, Builder. Stafford. Pet. Sept. 17. Ord. Sept. 17.

SMITH, LOUIS, Bradford, Wool Merchant. Bradford. Pet. Aug. 23. Ord. Sept. 17.

TAVERNER, FREDERICK J., Halberton, Devon, Miller. Exeter. Pet. Sept. 15. Ord. Sept. 15.

TIMMS, WILLIAM E., Coventry, Motor Body Builder. Coventry. Pet. Sept. 17. Ord. Sept. 17.

TONKS, GERTRUDE M., Birmingham, Cycle Frame Maker. Birmingham. Pet. Sept. 18. Ord. Sept. 18.

TUXWORTH, MARTHA, Great Grimsby, General Dealer. Great Grimsby. Pet. Sept. 19. Ord. Sept. 19.

VOSPER, JOHN, Exeter, Furniture Dealer. Exeter. Pet. Sept. 15. Ord. Sept. 15.

WILKES, WALTER W., Bidford-on-Avon, Market Gardener. Warwick. Pet. Sept. 15. Ord. Sept. 15.

WOOD, JOHN THOMAS, Burton Latimer, Cycle and Motor Engineer. Northampton, Pet. Sept. 17. Ord. Sept. 17.

WOOD, JEFFREY, Birmingham, Wholesale and Retail Draper. Birmingham. Pet. Sept. 17. Ord. Sept. 17.

London Gazette.—TUESDAY, September 25.

ALFORD, WILLIAM, Sancreed, Cornwall, Thrashing Contractor. Truro. Pet. Sept. 20. Ord. Sept. 20.

ASHCROFT, LEONARD C., Liverpool, Engineer. Liverpool. Pet. Aug. 22. Ord. Sept. 21.

BARKER, M., Newcastle-upon-Tyne, Draper. Newcastle-upon-Tyne. Pet. Aug. 17. Ord. Sept. 20.

BARTLETT, WILLIAM D., Caerleon, Railway Clerk. Newport, Mon. Pet. Sept. 6. Ord. Sept. 19.
BIRD, DENNIS F., Tottenham, Saw Maker. Edmonton. Pet. Sept. 21. Ord. Sept. 21.
BOALER, HORACE L., Shepperton. Kingston, Surrey. Pet. Aug. 9. Ord. Sept. 20.
BOWMAN, WALTER W. H., Sheffield, Saddler. Sheffield. Pet. Sept. 20. Ord. Sept. 20.
BOYNTON, ERNEST R. L., Bradford, Confectioner. Bradford. Pet. Sept. 21. Ord. Sept. 21.
BROWN, CRAWFORD, Great Tower-st., Wine & Spirit Merchant. High Court. Pet. Aug. 23. Ord. Sept. 21.
CARY, JAMES E., Bolton, Tea Merchant. Bolton. Pet. Sept. 8. Ord. Sept. 19.
CLARK, JOHN, Guisborough, Corn and Poultry Dealer. Sheffield. Pet. Sept. 20. Ord. Sept. 20.
COLE & SONS, Maldon, Essex, Yacht Builders. Chelmsford. Pet. Aug. 17. Ord. Sept. 19.
CUNNINGHAM, DANIEL, Stalybridge, Earthenware Dealer. Ashton-under-Lyne. Pet. Sept. 20. Ord. Sept. 20.
CUNNINGHAM, GEORGE, Leeds, Picture Dealer. Leeds. Pet. Sept. 19. Ord. Sept. 19.
DUFFY, J. L., Preston, Grocer. Preston. Pet. Aug. 18. Ord. Sept. 20.
EXLEY, NORMAN C., Whaley Bridge, Mill Manager. Stockport. Pet. Sept. 20. Ord. Sept. 20.
FENTON, HARRY, Surbiton, Surrey, Laundry Proprietor. Kingston, Surrey. Pet. Sept. 22. Ord. Sept. 22.
FRITH, CLARENCE, and FORRESTER, HARRY, Bournemouth, Haberdashers. Poole. Pet. Sept. 21. Ord. Sept. 21.
GADD, FREDERICK, Farringdon-rd., E.C. High Court. Pet. July 24. Ord. Sept. 19.
GIBSON, GEORGE H., Etherdwick, Yorks, Farmer. Kingston-upon-Hull. Pet. Sept. 22. Ord. Sept. 22.
GURNEY, STANLEY H., St. Leonards-on-Sea, Wholesale Confectioner. Hastings. Pet. Sept. 20. Ord. Sept. 20.
HARRIS, FRANK E., Westgate-on-Sea. Canterbury. Pet. Sept. 1. Ord. Sept. 22.
HEAP, CHARLES E., Fulham. High Court. Pet. Aug. 21. Ord. Sept. 19.
HILL, LEONARD, HILL, THOMAS, and HILL, HARRY, Sheffield, Polishing Tool Manufacturers. Sheffield. Pet. Sept. 20. Ord. Sept. 20.
HOLLOWAY, J. & C., Leather-lane, E.C. High Court. Pet. Aug. 18. Ord. Sept. 21.
HUGHES, FRANK B., Liverpool, Traveller. Liverpool. Pet. July 16. Ord. Sept. 20.
HUTCHINSON, JAMES, Bolton, Motor Tyre Factor. Bolton. Pet. Aug. 9. Ord. Sept. 19.
INGHAM, WILLIAM, Nelson, Piano Dealer. Burnley. Pet. Sept. 21. Ord. Sept. 21.
JENKINS, GEORGE, Aberkenfig, Glam., Collier. Cardiff. Pet. Sept. 20. Ord. Sept. 20.
JONES, ALUN M., Bethesda, General Merchant. Bangor. Pet. Sept. 18. Ord. Sept. 18.
JONES, JOHN W., Scarborough, Cabinet Maker. Scarborough. Pet. Sept. 20. Ord. Sept. 20.
KNOWLES, EDMUND, Headcorn, Kent, Builder. Maidstone. Pet. Sept. 20. Ord. Sept. 20.
LAWRANCE, GEORGE B., Bristol, Estate Agent. Bristol. Pet. Sept. 20. Ord. Sept. 20.
MANNING, ALBERT A., Blackburn, Machinery Merchant. Blackburn. Pet. Sept. 21. Ord. Sept. 21.
MARTIN, GEORGE H., Rochester, Kent, Builder. Rochester. Pet. Sept. 20. Ord. Sept. 20.
MORGAN, NESTOR J., Swansea, Fruiterer. Swansea. Pet. Sept. 20. Ord. Sept. 20.
PRICE, GEORGE H., Treherbert, Collier. Pontypridd. Pet. Sept. 20. Ord. Sept. 20.
PROSSER, EDWIN T., Birmingham, Perambulator Maker. Birmingham. Pet. Sept. 20. Ord. Sept. 20.
READ, PERCY W., Southend. Chelmsford. Pet. June 28. Ord. Sept. 19.
SMITH, ELLEN E., Bothersden, Kent. Canterbury. Pet. July 21. Ord. Sept. 22.
STUART, COLIN M., Ramillies-st., Commercial Traveller. High Court. Pet. May 28. Ord. Sept. 20.
WALKER, WALSHAM, Woodlesford, Yorks, Journeyman Plumber. Wakefield. Pet. Sept. 21. Ord. Sept. 21.
WHITE, DOROTHY A., Gateshead, General Dealer. Newcastle-upon-Tyne. Pet. Sept. 20. Ord. Sept. 20.
WILES, FREDERICK G., Wimbledon. Kingston. Pet. July 17. Ord. Sept. 20.
WILKINSON, ROBERT, Walsall, Fancy Leather Goods Manufacturer. Walsall. Pet. Sept. 19. Ord. Sept. 19.
WILLIAMSON, ERNEST J., Northwold, Norfolk, Farmer. Norwich. Pet. Sept. 21. Ord. Sept. 21.
WOOD, JOHN, Liverpool, Tobacconist. Liverpool. Pet. Sept. 22. Ord. Sept. 22.
YOUNG, ERIC D., Southend-on-Sea, Cycle Factor. Chelmsford. Pet. Sept. 1. Ord. Sept. 19.

Amended Notice substituted for that published in the *London Gazette* of 24th August 1923:—
WARSOP, REUBEN, Sheffield, Confectioner. Sheffield. Pet. July 31. Ord. Aug. 21.

Amended Notice substituted for that published in the *London Gazette* of the 21st September, 1923:—
AVERY, IVOR S. N., Abingdon. Oxford. Pet. Aug. 25. Ord. Sept. 17.